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# WHY THE STORES ARE CLOSED

## in San Pedro, Wilmington and Torrance

### An Open Letter to the Officers and Members of Retail Clerks' International Protective Association, Local 905, A. F. of L.

August 7, 1945.

Mr. Haskell Tidwell,  
Sec'y-Treasurer,  
Retail Clerks International Protective Assn.,  
Local 905 (A. F. of L.)  
414 W. 7th Street,  
San Pedro, California.

Dear Sir:—

For the seventh time since June 28th, residents of the Harbor District have suffered by curtailed services of retail stores. Today's closing marks the beginning of what you, as spokesman for the Retail Clerks Union, Local 905, A. F. of L., have chosen to describe as a "knock-down, drag-out" fight on a "winner take all" basis. The merchants represented by the San Pedro Business Men Associated, Inc., reject your lawless view of the difficulties you have precipitated.

Hardship is being inflicted on whole communities overwhelmingly engaged in war work. The public cannot afford the spectacle of a "knock-down, drag-out" fight on a "winner take all" basis in times like these.

Light, not heat, is needed to determine what constitutes fair play in the relations between the Merchants and the Union.

Let us take a responsible look at the record:

In April, 1944 (last year), the Union offered to extend to July 31st, 1944, the contract that had just been written to cover the year ending January 31st, 1944, on condition that the arbitration clause and a minor clause be dropped. We objected to these changes and asked you to negotiate. You said, "No, if you don't take this, we'll bring you a contract that will really make your hair stand on end."

In July, 1944, you brought us a contract which provided for the following:

- 50% to 100% increases in minimum weekly wages.
- A 5-day week, resulting in another increase as high as 60%.
- No arbitration clause.
- 4 weeks vacation, with pay through a sick-leave provision, which, if the employees remain healthy, is added to vacation.
- And other radical changes.

We rejected this "hair-raising" contract, and asked you to negotiate on the issues. You refused and insisted on getting the whole thing to the War Labor Board at once.

You even wanted to get there without going

through the U. S. Conciliation Service, and you did not agree until your attorney told you it had to be done that way.

On November 13th, 1944, a hearing was held before a War Labor Board Panel. You asked that the matter be transferred to the National Board, or that the National Board change its rules. The Panel refused. You asked for two weeks' delay to petition the National Board through the Regional Board. Your attorney had asked for the same thing in two other cases for your Sister Locals, and the Employers in those cases refused the delay. We alone agreed to give you the time, in order that our employees could obtain the fullest benefits possible under War Labor Board procedure.

On November 27th, we again had a hearing before the Panel. The National Board had ordered the case heard by the Panel. YOU WALKED OUT OF THE HEARING.

Before the Panel made its report and recommendations, we asked them to hold it up. We offered to reopen negotiations. YOU REFUSED!

Then the Panel made its report, giving you increases ranging from eight to twelve percent. You delayed matters again by asking for a hearing before the whole Regional Board. This was held on June 21st.

In January, you voluntarily agreed to abide by the 1943 contract, until a new one would be signed by negotiation, or by order of the Board,—however,—you bypassed our Association and on June 26th, you presented each merchant individually with a contract, which was the same as the one presented to us last year, except that the straight weekly wage increases ran from 35% to 100%.

On the same day, we asked you again to negotiate with our Association. In answer, you told our representatives you would harass the merchants until they would each sign your new contract!

Then, on June 28th, you started a series of work stoppage meetings. The War Labor Board, including its Labor Members, wired you to go back to work and honor Labor's No Strike Pledge. YOU REFUSED! YOU DEFIED THE BOARD.

We still stood by our offer to negotiate, and we entered into a truce to do so. You came to the Negotiation meetings, but stood pat on your last demands. We offered you a straight 15% increase. You rejected it, but modified your demands in one respect—you offered a six-day, 42-hour week. We then made you an-

other offer of increases ranging from 15% to 35% and more, on the established 48-hour week basis. You said you were insulted, and WALKED OUT OF THE MEETING.

Your attorney brought you back, and you said you would present our offer to your membership, but would not recommend it. You would recommend a contract which was the same as your original demand, except that you would reduce the minimum weekly wages by a very few dollars. You said that if we refused to meet this demand, we would have to go into a "winner take all" fight.

That was the last we heard from you, until you struck and picketed some of our member stores today.

The above is not the record of a group of employers which is abusing its workers. The Association is looking for labor peace and stability.

On the other hand, the Union refuses to assume the responsibilities that go with the economic power entrusted to it. You have called strikes without notice! Strikes without good faith effort to negotiate—strikes in violation of written agreement—strikes in contempt of the Courts of this state—strikes in defiance of the War Labor Board—thereby undermining the national no strike policy and nullifying the law as established by the President and Congress.

As you have previously warned us you would strike our members one at a time, we have no recourse but to take your action in striking individual stores today as a rejection of our offer and a strike against all of us.

The Association on behalf of the merchant members therefore withdraws all offers relating to wages, hours and working conditions made during the course of our recent negotiations. We have resubmitted the matter to the War Labor Board, for consideration and action, in accordance with War Labor Board procedure.

**WE WILL ABIDE BY ITS DECISION!**

Yours very truly,  
**SAN PEDRO BUSINESS MEN ASSOCIATED, INC.,**  
By: Bernard E. Hill, Attorney.  
Representing the merchants of  
San Pedro Wilmington  
Torrance

P.S.—This letter is being published in the Press of the Harbor District.

**San Pedro Business Men, Assn.**  
Representing Merchants of San Pedro — Wilmington — Torrance  
359 W. 7th St  
San Pedro